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Letter dated 1 October 2012 from the Permanent Representative of the Sudan to the United Nations addressed to the President of the Security Council

I have the honour to enclose herewith, the agreements reached between the Government of the Republic of the Sudan and the Government of the Republic of South Sudan in Addis Ababa on 27 September 2012:

Agreement on Oil and Related Economic Matters;

Agreement on Trade and Trade Related Issues;

Agreement on Border Issues;

Framework Agreement to Facilitate Payment of Post-Service Benefits;

Framework Agreement on the Status of Nationals of the Other State and Related Matters;

Agreement on a Framework for Cooperation on Central Banking Issues;

Agreement on Certain Economic Matters;

Agreement on Security Arrangements.

You are kindly requested to circulate this letter and its annex as documents of the Security Council.

(*Signed*) Daffa-Alla Elhag Ali **Osman**
Permanent Representative

12-53840 (E) 091112

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Annex to the letter dated 1 October 2012 from the Permanent Representative of the Sudan to the United Nations addressed to the President of the Security Council

Agreement between the Government of the Republic of South Sudan and the Government of the Republic of the Sudan on Oil and Related Economic Matters

Addis Ababa, 27 September 2012

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Preamble:

Affirming **their commitment to promoting the future stability and economic viability of both States;**

Mindful **of the mutual interest of both States to cooperate between themselves and with their neighbours on the basis of respect for each other's sovereignty, territorial integrity and common pursuit of sustainable development and mutual benefit in accordance with international law;**

Acknowledging **the importance of carrying out oil-related operations with due diligence and efficiency and in accordance with international practice and the key role that oil revenues play with respect to their respective economies;**

Recognizing **the reality of interdependence and shared interest in the oil sector;**

Convinced **that they should reach decisions with the above reality in mind and with a view to promoting the economic welfare and well-being of the peoples of the two States;**

The Parties hereby agree as follows:

1. DEFINITIONS

"Agreement" shall mean this Agreement concerning oil and related economic matters.

"GoRSS" shall mean the Government of the Republic of South Sudan.

"GoS" shall mean the Government of the Republic of the Sudan.

"Oil Entitlement Volumes" shall mean such oil volumes that a party to an exploration and production sharing agreement is entitled to receive thereunder.

"Parties" shall mean the GoRSS and the GoS.

"Petroleum Monitoring Committee" shall mean the committee and the subcommittees established in accordance with Article 10.

"Processing and Transportation Facilities" shall mean the GNPOC central. processing facility, the GNPOC transportation system, the Petrodar central processing facility and the Petrodar transportation system.

"RoS" shall mean the Republic of the Sudan.

"RSS" shall mean the Republic of South Sudan.

"TFA" shall mean the transitional financial arrangement provided for in Article 4.4.

2. SOVEREIGNTY

2.1 Each State shall have permanent sovereignty over its natural resources located in or underneath its territory, including petroleum resources.

2.2 Each State shall have sovereignty over all petroleum facilities constructed or installed for the petroleum operations within its territory.

2.3 The Parties agree that the territorial principle applies in the petroleum sectors of both States.

3. ACCESS RIGHTS, DELIVERY AND REDELIVERY

3.1 a. The GoS hereby grants the GoRSS access rights to the Processing and Transportation Facilities for the GoRSS Oil Entitlement Volumes in accordance with this Agreement and the agreements to be developed as provided in sub-Article 3.3 below.

b. The right of access for the crude oil produced in Block 5A shall be subject to quality and capacity constraints of the processing facilities and the transportation system and the Khartoum Refinery.

3.2 The GoRSS Oil Entitlement Volumes delivered at the inlet of the GNPOC processing facilities shall be redelivered at the outlet of the GNPOC transportation system. The GoRSS Oil Entitlement Volumes delivered at the inlet of the Petrodar processing facilities shall be redelivered at the outlet of the Petrodar transportation system. The redelivery obligations shall be subject to applicable quality and quantity adjustments, fuel oil consumption and processing and transportation operational losses.

3.3 a. The Parties shall develop processing agreements for the processing of the GoRSS Oil Entitlement Volumes in the GNPOC and Petrodar processing facilities and transportation agreements for the transportation in the GNPOC and Petrodar transportation systems. The agreements shall be compatible with the existing processing and transportation procedures and practices in these facilities and consistent with this Agreement. The Parties shall aim to conclude the agreements within one (1) month after the signing of this Agreement, unless otherwise agreed.

b. The resumption of oil production, processing and transportation as provided for in Article 15 shall not be dependent upon the conclusion of agreements under sub-Article 3.3 a above. Until such processing and transportation agreements have been concluded, existing practices based on the relevant technical provisions as contained in the relevant Crude Oil Transportation Agreements shall apply unless otherwise provided for in this Agreement.

3.4 The Parties shall take all necessary actions to implement the provisions of this Article and other relevant provisions of this Agreement with the relevant operating companies.

3.5 The GoRSS shall provide their proportionate share of the linefill for the Petrodar and GNPOC transportation systems. At the expiry of this Agreement, this share of the linefill shall be redelivered to the GoRSS at the marine terminal.

3.6 If oil production in the RSS should become technically or economically non-sustainable, the GoRSS shall send written notice to the GoS at least sixty (60) days prior to the estimated suspension of deliveries. Following consultation with the GoS, the GoRSS may suspend deliveries of the GoRSS Oil Entitlement Volumes under this Agreement from those fields where such non-sustainability exists.

3.7 If the operation of the Processing and Transportation Facilities should become technically or economically non-sustainable, the GoS shall send written notice to the GoRSS at least sixty (60) days prior to the estimated suspension of deliveries. Following consultation with the GoRSS, the GoS may suspend the operation of those facilities where such non-sustainability exists.

4. FINANCIAL ARRANGEMENTS

4.1 Processing fees

4.1.1 The GoRSS shall pay to the GoS a processing fee of one United States dollar and sixty cents per barrel (USD 1.60/bbl) for the GoRSS Oil Entitlement Volumes for processing services in the GNPOC processing facilities.

4.1.2 The GoRSS shall pay to the GoS a processing fee of one United States dollar and sixty cents per barrel (USD 1.60/bbl) for the GoRSS Oil Entitlement Volumes for processing services in the Petrodar processing facilities.

4.2 Transportation fees

4.2.1 The GoRSS shall pay to the GoS a transportation tariff of eight United States dollars and forty cents per barrel (USD 8.40/bbl) for the GoRSS Oil Entitlement Volumes for transportation services in the GNPOC transportation facilities.

4.2.2 The GoRSS shall pay to the GoS a transportation tariff of six United States dollars and fifty cents per barrel (USD 6.50/bbl) for the GoRSS Oil Entitlement Volumes for transportation services in the Petrodar transportation facilities.

4.3 Transit fee

4.3.1 Whereas, during negotiations, the GoS had first indicated a transit fee of USD 6.00/bbl for the foreign transporters of oil through its territory, the GoS has now set that fee at USD 4.00/bbl; and whereas the GoRSS initially indicated that a transit fee of USD 0.63/0.69/bbl would be appropriate but at the end of the negotiations in August 2012 had considered that it would be reasonable that the GoS grants free transit for all the oil produced in the RSS; neither Party has endorsed, or should be regarded as having endorsed, any of the fees quoted or positions taken by the other Party.

However, in view of the special relationship between the RSS and the RoS, the Parties have agreed that the transit fee for the GoRSS Oil Entitlement Volumes shall be one United States dollar (USD 1.00/bbl). This special fee shall not serve as a precedent, nor shall it have any implication for, or prejudice, any arrangements between either State and any third party. Accordingly, nothing in this paragraph, or in any other part of this Agreement, shall be understood to be the GoRSS's consent — express or implied — to the GoS levying of a transit fee of any value on entitlements other than those of the GoRSS. It is for the GoS to agree with foreign transporters on whatever transit fee it deems fit.

4.4 TFA

4.4.1 The GoRSS shall transfer to the GoS a finite sum of three billion and twenty eight million United States dollars (USD 3.028 billion), as a transitional financial arrangement, which the GoRSS will pay in accordance with the payment procedures in Article 5 below, on the basis of a rate of fifteen United States dollars per barrel (USD 15.00/bbl).

4.4.2 In case the finite sum of the TFA as provided in sub-Article 4.4.1 above, by the way of payment provided for in Article 5, has not been fully paid sixty (60) days prior to the expiry of the term of this Agreement as provided in Article 22, the outstanding balance shall be paid within thirty (30) days prior to the date of expiry.

5. PAYMENT PROCEDURES

5.1 All payments from the GoRSS to the GoS for processing fees, transportation tariffs, transit fees and TFA transfers shall be based on the oil volumes redelivered to the GoRSS and lifted at the marine terminal on board vessels at Port Sudan as specified in the respective bills of lading.

5.2 The GoS shall issue two separate invoices, one for processing fees, transportation tariffs and transit fees, and another for TFA, each time the GoRSS Oil Entitlement Volumes have been finally redelivered and lifted at the marine terminal and a bill of lading has been issued. Payment shall be made by the GoRSS within forty (40) days from the date of the bill of lading.

5.3 The GoRSS shall make payment of the invoice amounts due through the Central Bank of South Sudan to such account(s) of the GoS as the Central Bank of Sudan may specify in writing from time to time. Payment shall be made by wire transfer. The GoRSS shall give notice to the GoS by facsimile or other electronic transmission immediately when payment has been made.

5.4 The invoices will be in United. States dollars, but the GoS shall have the right to request payment in equivalent euro or pound sterling or in any other convertible currency. The rate of exchange to be applied for the conversion of United States dollars to the currency of payment shall be the spot rate posted on Reuters or an equivalent service by the Bank of England at or around 12:00 noon GMT on the date the payment is made. The GoS shall bear the costs of the payment transfer and the currency conversion.

5.5 Processing fees, transportation tariffs, transit fees and TFA payments shall be paid in cash by the GoRSS.

5.6 The GoS may receive payments for processing fees, transportation tariffs, transit fees and TFA payments in kind upon its request and with the prior written consent of the GoRSS.

6. SPECIFIC RIGHTS AND UNDERTAKINGS

6.1 Specific rights and undertakings of the GoS

6.1.1 If the GoRSS fails to pay all or any part of the amount of any invoice for processing fees, transportation tariffs, transit fees or TFA payments, as herein provided, when such amount is due, the GoS shall issue a default notice to the

GoRSS, and the GoRSS shall remedy the default within fifteen (15) working days from the date of receipt of the default notice. If the GoRSS fails to remedy the default within the said fifteen (15) days, then liquidated damages of two (2) % per annum above London Interbank Offered Rate (LIBOR) shall accrue on the unpaid amount from the date of expiry of the remedy period given under the default notice until the date of actual payment.

6.1.2 In the event that the GoRSS fails to remedy the defaulted amount plus the liquidated damages charged as provided above, the GoS shall have the right (right of lien) to sell at international market price FOB Port Sudan such quantity of the GoRSS's Oil Entitlement Volumes as shall be sufficient to pay such defaulted amount.

6.1.3 In the event that any amount realized by the GoS from the sale of the GoRSS Oil Entitlement Volumes is in excess of the indebtedness and liquidated damages owing by the GoRSS under this Agreement, the GoS shall promptly return to the GoRSS the excess amount. In the event that the GoS fails to return the excess amount, the GoRSS shall have the light to deduct the amount from the next payment due to the GoS.

6.1.4 In addition to the exercise of the right of lien as provided in sub-Article 6.1.2, the GoS reserves the right to suspend processing and transporting the GoRSS Oil Entitlement Volumes until such time as the indebtedness is paid. Any suspension of processing and transportation services for the GoRSS shall remain in effect until the GoRSS has remedied the default or until the indebtedness of the GoRSS under this Agreement has been fully satisfied.

6.1.5 If after suspension of the processing and transportation system the GoRSS still failed to pay the amount which fell due and a period of sixty (60) days has elapsed since the suspension of the processing and transportation services, the GoS reserves the right to shut down the processing and transportation system until such time as the indebtedness is paid, upon seven (7) working days' prior written notice.

6.1.6 The GoS shall have the right to terminate this Agreement, upon seven (7) working days' prior written notice, for any one of the following reasons:

a. If the shutdown of the processing and transportation facilities continues for more than sixty (60) days and the GoRSS has failed to remedy the default.

b. If the GoRSS commits a material breach to this Agreement and such breach is not remedied within sixty (60) days from the date of a notice issued by the GoS to the GoRSS to remedy the breach.

6.1.7 The GoS undertakes to the GoRSS that it shall enter into its own agreements with the relevant operating companies with regard to the transfer to these companies of any financial obligations due to them relating to the processing and transportation of the GoRSS Oil Entitlement Volumes in the processing and transportation facilities.

6.1.8 The GoS hereby guarantees that no third party shall charge the GoRSS for any amounts due for processing and transportation services stipulated in this Agreement.

6.1.9 The GoRSS shall indemnify and hold harmless the GoS from and against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, suffered by the GoS, arising directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person asserting damage to installations or financial loss due to a shutdown of the processing and transportation facilities ordered by the GoS for material breach of this agreement or failure of the GoRSS to pay any amount under this Agreement when it falls due.

6.1.10 The GoS undertakes that no other charges, taxes, imposts or other duties shall be levied on the processing and transportation services for the GoRSS Oil Entitlement Volumes unless expressly provided for in this Agreement.

6.1.11 The GoS confirms that this Agreement prevails over the Act of the RoS entitled "Amendment to the Petroleum Transit and Services Fees Act 2011", and that it shall not enforce the provisions of this Act against the GoRSS.

6.2 Specific rights and undertakings of the GoRSS

6.2.1 In case the processing, transportation and export of the GoRSS Oil Entitlement Volumes has been interrupted or curtailed due to material breach of this Agreement by the GoS, the TFA amount that would otherwise have been due under Article 4 related to the time period of such material breach shall be suspended until the breach is rectified.

6.2.2 In case suspension in accordance with sub-Article 6.2.1 has continued for more than sixty (60) consecutive days, and the GoS has not remedied the material breach within this period, the GoRSS shall thereafter have the right to terminate this Agreement upon seven (7) working days' prior written notice.

6.2.3 The GoS shall indemnify and hold harmless the GoRSS from and against any liability, loss or damage, including litigation expenses, court costs and attorneys' fees, suffered by the GoRSS, arising directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person asserting any damage or financial loss arising out of the failure by the GoS to pay or discharge financial obligations on behalf of the GoRSS to operating companies in respect of charges for processing and transportation through facilities in the RoS, or due to a shutdown of the processing and transportation facilities ordered by the GoS in material breach of this Agreement.

6.3 Continuing obligations

6.3.1 Suspension or termination shall not relieve the party in breach from fulfilling any financial payments under this Agreement that have accrued up to the date of termination, including any claims or damages.

7. METERING

7.1 The Parties shall together with the operating companies review and ensure that effective metering facilities necessary to carry through the payment obligations and other provisions of this Agreement are installed in the RSS and the RoS and in operation prior to the resumption of oil production in the RSS.

7.2 The Parties shall together with the operating companies review whether additional or new metering facilities should be installed in order to be compliant with international standards. To the extent that additional metering facilities are required to this effect, the relevant Party shall instruct the relevant operating company to install such facilities. The investment costs for such additional or new metering facilities shall, unless otherwise agreed, be covered by the Party requesting them, and the facilities shall be owned by such Party. The Parties shall agree on the details for the technical implementation of the above.

7.3 The Petroleum Monitoring Committee shall ensure that all metering facilities are regularly tested and calibrated by an independent third party and that proper maintenance and any necessary repairs are carried out.

8. QUALITY ADJUSTMENT PROCEDURES

8.1 The Parties and the operating companies shall, within forty-five (45) days from the signature of this Agreement, review and adopt quality adjustment procedures in accordance with international practice to ensure that appropriate value or volume adjustments are applied to reflect the differences in quality in the crude oil delivered by the users of the GNPOC central processing facility and the GNPOC transportation system into the blended stream in these facilities.

8.2 If the quality adjustment procedures are not adopted within the time limit set forth under sub-Article 8.1, the Petroleum Monitoring Committee shall appoint international experts to assist in developing such procedures within a time limit to be agreed. The procedures that are developed shall be binding upon the Parties.

8.3 Until possible new quality adjustment procedures are adopted, the existing procedures shall apply.

8.4 Each Party shall have access to the results of quality tests of crude oils delivered into the GNPOC central processing facility and the GNPOC transportation system.

8.5 The Petroleum Monitoring Committee shall monitor the application of the quality adjustment procedure provided for in this Article.

9. CROSS-BORDER OPERATIONS

9.1 Cross-border movement of personnel and equipment

9.1.1 The Parties shall, in cooperation with the operating companies, enter into agreements to facilitate the movement of personnel, equipment and services across the border between the RSS and the RoS, as well as provide security of personnel, in order to enable efficient oil operations within each State.

9.1.2 The Parties shall together with the operating companies establish a Joint Cross Border Cooperation Committee within twenty-one (21) days after the signing of this Agreement with representatives from each Party and from the operating companies.

9.1.3 The Joint Cross Border Cooperation Committee shall ensure the practical implementation of sub-Article 9.1.1.

9.2 Future cross-border petroleum reservoirs

9.2.1 In the event that a cross-border petroleum reservoir is discovered, the State in which such discovery is identified shall immediately notify the other State in writing.

9.2.2 Upon receipt of such notification, both States shall in good faith discuss the joint appraisal of the discovery. In case it is deemed commercially viable, the two States shall agree on unitization and development of the discovery.

10. MONITORING

10.1 A Petroleum Monitoring Committee shall be established within twenty-one (21) days of the signing of this Agreement. The Petroleum Monitoring Committee shall oversee the implementation of this Agreement, produce regular reports to the Parties including possible recommendations on the impro' 'ment of the cooperation in the petroleum sector, ensure the development of any additional required agreements between the Parties and serve as a forum for seeking resolution to concerns and disputes in respect of this Agreement.

10.2 The Petroleum Monitoring Committee shall consist of two representatives appointed by each Party and a chairperson. The chairperson shall be appointed by the African Union Commission after consultation with the Parties. The chairperson shall not be an individual who has previously worked with or for either of the Parties.

10.3 Decisions of the Petroleum Monitoring Committee shall be by consensus. In the event that the Committee cannot reach consensus, the issue in question shall be referred to the ministers of petroleum of the two States.

10.4 The Petroleum Monitoring Committee shall establish two subcommittees:

a. A technical committee with capacity to monitor operational aspects relevant to petroleum operations in one State which affect the other State.

b. A financial committee with capacity to review the financial issues between the Parties, including the monthly and yearly reports on these issues prepared by the operating companies and by the governments.

10.5 The Petroleum Monitoring Committee may establish any other subcommittees as it deems necessary to carry out its mandate.

10.6 The Parties shall share equally the costs related to the work of the Petroleum Monitoring Committee, with exception of the costs of their own representatives.

10.7 The Petroleum Monitoring Committee shall quarterly, or as often as it deems necessary, review and verify the correctness of the reported exports of the GoRSS Oil Entitlement Volumes from the operating companies and the corresponding invoices prepared by the GoS. To the extent that any incorrect invoicing is identified, this shall be corrected by adjusting the immediate subsequent invoice(s).

11. REPRESENTATIVES

11.1 The GoRSS representatives at metering stations and facilities in the RoS

11.1.1 The GoRSS shall have the right to have two competent representatives at the GNPOC central processing facility and the Petrodar central processing facility, respectively, to monitor the handling of the GoRSS Oil Entitlement Volumes. The representatives shall have full access to the facilities and to all documents relevant for the processing and export of the GoRSS Oil Entitlement Volumes.

11.1.2 The GoRSS shall have the right to have two competent representatives at the marine terminals in Port Sudan to monitor the proper handling of the GoRSS Oil Entitlement Volumes. The representatives shall have full access to the facilities and to all documents relevant for the storage and loading of the GoRSS Oil Entitlement Volumes.

11.1.3 The GoRSS shall have the right to have two competent representatives at each of the pumping stations in the RoS of the GNPOC Transportation System and of the Petrodar Transportation System to monitor the proper handling of GoRSS Oil Entitlement Volumes. The representatives shall have full access to the facilities and to all documents relevant for the transportation of the GoRSS Oil Entitlement Volumes,

11.1.4 The GoRSS shall have the right to have two competent representatives at any metering station in the RoS that is relevant to oil volumes being processed in or transported through the RoS. The representatives shall have full access to the facilities and to all documents relevant for the transportation of the GoRSS Oil Entitlement Volumes.

11.1.5 The appointment of the representatives provided for in this Article is subject to approval by the GoS.

11.2 The GoS representatives at metering stations and facilities in the RSS

11.2.1 The GoS shall have the right to have two competent representatives at any metering station and facility in the RSS that is relevant to oil volumes being processed in or transported through the RoS. With respect to the Petrodar facilities, such representatives shall have access to the field processing facility at Palogue and to relevant metering stations; and with respect to GNPOC, they shall have access to the field processing facilities and metering stations in the RSS. The representatives shall have full access to the facilities and to all documents relevant for the transportation of the GoRSS Oil Entitlement Volumes.

11.2.2 The appointment of the representatives provided for in this Article is subject to approval by the GoRSS.

12. MUTUAL FORGIVENESS OF CLAIMS OF OIL-RELATED ARREARS AND OTHER CLAIMS

12.1 Each Party agrees to unconditionally and irrevocably cancel and forgive any claims of oil-related arrears and other oil-related financial claims outstanding to the other Party up to the date of this Agreement, including the claims of arrears and other financial claims filed by each Party with the African Union

High Level Implementation Panel on Sudan in February 2012. This forgiveness shall not include proceeds of oil related to the shipment of the Ratna Shradha, which are currently held in the London High Court and oil onboard the vessel *ETC ISIS*.

12.2 To that end, each Party acknowledges that there shall be no further liability owed to the other Party in respect of such arrears or other financial claims.

12.3 The Parties agree that the provisions of sub-Article 12.1 shall not serve as a bar to any private claimants and the Parties agree to safeguard the rights, of private claimants and ensure that they have the right of access to the courts, administrative tribunals and agencies of each State for the purpose of realizing the protection of their rights.

12.4 The Parties agree to take such action as may be necessary, including the establishment of joint committees or any other workable mechanisms, to assist and facilitate the pursuance of claims by citizens or other legal persons of either State, subject to the provisions of the applicable laws in each State.

13. OIL ON OIL TANKER AND MONIES WITHHELD

13.1 The GoS shall forthwith sell the GoRSS cargo of crude oil in the *ETC ISIS* vessel and transfer all proceeds to the GoRSS.

13.2 The GoS shall direct funds deposited into the High Court in London related to the GoRSS Oil Entitlement Volumes originally discharged to the vessel *Ratna Shradha* to be released to the GoRSS.

13.3 The GoRSS shall not bring any other claims related to the prior confiscation and diversion of GoRSS Oil Entitlement Volumes, including for the GoRSS Oil Entitlement Volumes previously diverted to the refineries in the RoS, maintained in domestic reserves or otherwise sold.

14. SUDAPET

14.1 As the Parties at the time of signature of this Agreement disagree and reserve their positions with regard to the consequences of the secession of the RSS on Sudapet's participating interests in exploration and production sharing agreements with contract areas located in the RSS, they shall discuss the matter within a period of two (2) months from the signature of this Agreement with the aim to reach an agreement.

15. RESUMPTION OF OIL PRODUCTION, PROCESSING AND TRANSPORTATION

15.1 The GoRSS shall take all necessary measures to resume the production of oil from all fields in the territory of the RSS, and shall within fourteen (14) days of the signature of this Agreement issue an instruction to the oil companies operating in the RSS to re-establish the oil production in the Blocks 1, 2 and 4, and Block 5A, and the Blocks 3 and 7, and transportation through the Petrodar and GNPOC transportation systems. Resumption of production shall take place as soon as technically feasible.

15.2 The GoS shall take all necessary measures to resume the processing and transportation in the RoS of oil produced in the territory of the RSS when resumed, and shall within fourteen (14) days of the signature of this

Agreement issue an instruction to the oil companies operating in the RoS to re-establish both the GNPOC and Petrodar processing facilities and the transportation systems to receive, process and transport such oil. Resumption of the processing and transportation shall take place as soon as technically feasible.

16. FORCE MAJEURE

16.1 Any failure by the Parties in the execution of any of the obligations under this Agreement that is due to a Force Majeure event shall not be considered a breach of the obligation. The Party which cannot fulfil its obligations due to a Force Majeure event shall notify the other thereof and of the details of the Force Majeure event.

16.2 The obligations of the Parties under this Agreement shall be suspended during the time of Force Majeure and the necessary time period thereafter for rectifying any damages caused by the Force Majeure event.

16.3 The Parties shall agree upon the content of a Force Majeure event in the agreements to be developed in accordance with sub-Article 3.3.

17. DATA

17.1 All data, documents and information (including but not limited to geological cores and samples) relevant to the contract areas and petroleum operations in the RSS and in the possession or control of the GoS shall be transferred to the GoRSS and shall be the property of the GoRSS within six (6) months upon the signing of this Agreement unless otherwise agreed.

17.2 The Parties acknowledge that the confidentiality undertakings by the oil companies with the GoS are deemed to have ceased with respect to the contract areas and petroleum operations in RSS at the time of secession.

18. TRANSPARENCY

18.1 The Parties undertake to maintain full mutual transparency of all information relevant to the petroleum activities within the State of one Party that is of relevance for or affects the petroleum activities within the State of the other Party.

19. AUDITS

19.1 The processing and transportation agreements to be developed by the Parties in sub-Article 3.3 above shall provide for audit rights consistent this Article.

19.2 The agreements referred to in sub-Article 19.1 shall include provisions which establish: (1) a right to the GoRSS to appoint an independent auditor to carry out audits of the books, accounts and records of the operating companies; (2) the confidentiality of the audit process; (3) a process for resolving any discrepancies arising out of such audits; and (4) that expenses in connection with such audits shall be borne by the GoRSS.

20. DETAILED AGREEMENTS AND PROCEDURES

20.1 The Patties shall cooperate and assign the necessary technical and legal personnel in order to develop additional agreements and procedures required for the implementation of this Agreement in an efficient manner.

21. OTHER AGREEMENTS

21.1 The Parties may agree on the purchase by the GoS of any GoRSS Oil Entitlement Volumes at terms to be agreed.

21.2 The Parties may agree on the purchase by the GoRSS of refined products from the GoS at terms to be agreed.

21.3 The Parties may agree on the refining of the GoRSS Oil Entitlement Volumes in the refineries in the RoS at terms to be agreed.

22. TERM

22.1 This Agreement shall remain in force for a period of three (3) years and six (6) months as from the date when the first GoRSS Oil Entitlement Volumes have been redelivered and lifted at the marine terminal and a bill of lading has been issued.

23. EXPIRY

23.1 The expiry of this Agreement shall not relieve either Party from any outstanding obligations accrued prior to the date of expiry.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) Thabo Mvuyelwa Mbeki
Chairperson, African Union High Level Implementation Panel
On behalf of the AUHIP

Agreement on Trade and Trade Related Issues between the Republic of the Sudan and the Republic of South Sudan

Addis Ababa, 27 September 2012

Preamble

Recognizing the need for the Republic of the Sudan and the Republic of South Sudan (the two States) to have a clear trade policy with respect to the other;

Aware of the range of issues that need to be clarified before special bilateral trade arrangements can be concluded between the Parties; and

Recognizing the need for the two States to consider the various alternatives for trade arrangements before settling upon a long-term policy;

The Parties agree as follows:

1. Independent National Trade Policy

(1) Each State shall pursue an independent national trade policy with respect to the other State.

(2) Each State shall review the policy referred to in Article 1.1 periodically to evaluate its success in facilitating trade, and the two States may agree to change or amend this policy as they may deem appropriate.

2. Relevance of Other Obligations to the Policy

(1) Notwithstanding its pursuit of an independent trade policy, each State shall abide by its obligations arising from its membership in any of the following organizations: The World Trade Organization; COMESA; SADC-EAC-COMESA Tripartite Agreement; the IMF; and other similar institutions.

(2) Accordingly, the questions of anti-dumping; Most Favoured Nation (MFN) treatment; and other relevant trade principles, will be applied consistently with the rules of the applicable organization to which each State is a member.

3. Establishment of a Joint Ministerial Committee on Trade Relations

(1) Within thirty (30) days of the ratification of this Agreement, the Parties shall establish a Joint Ministerial Committee on Trade Relations (JMCTR). The JMCTR shall be composed of twelve (12) members, six (6) from each State, and shall be co-chaired by the respective Ministers responsible for trade in each State.

(2) The first meeting of the JMCTR shall take place within forty-five (45) days of the ratification of this Agreement and, thereafter, the JMCTR shall meet periodically at times and locations to be determined by it.

(a) The JMCTR shall adopt rules of procedure for regulating its business.

(b) The costs of meetings of the JMCTR shall be shared equally between the two States.

4. Mandate of the JMCTR

(1) The JMCTR shall have primary responsibility for all policy on trade and trade-related matters between the two States and shall oversee and approve the programme of the work of the Joint Technical Committee on Trade Relations referred to in Article 5 of this Agreement.

(2) The JMCTR shall consider the substantive aspects of trade agreements that are intended to enhance trade relations between the two States, including the desirability of a preferential trade regime, and shall develop a suitable dispute settlement mechanism to deal with trade-related disputes.

(3) In pursuance of the jointly articulated desire to promote trade between the two States at the earliest possible opportunity following the conclusion of this Agreement, the Parties agree that the JMCTR shall give due priority to the preparation of a draft agreement on customs within 90 days of its establishment. It shall consider adopting terms no less favourable than those among the member states of the Common Market for Eastern and Southern Africa.

(4) The JMCTR may carry out such other functions as are necessary for the fulfilment of the objectives of this Agreement.

5. Joint Technical Committee on Trade Relations

(1) Within 30 days of the establishment of the JMCTR, in accordance with Article 3.1 of this Agreement, the Parties shall establish a Joint Technical Committee on Trade Relations (JTCTR). The ITCTR shall coordinate and promote technical cooperation and the implementation of trade and trade-related issues.

(2) The JTCTR shall be composed of representatives from the following institutions from each of the Parties:

(a) The Ministry of Trade/Ministry of' Commerce, Industry and Investment;

(b) The Ministry of Foreign Affairs and International Cooperation/Ministry of Foreign Affairs;

(c) The Ministry of Interior;

(d) The Ministry of Finance;

(e) The Ministry of Petroleum;

(f) The Ministry of Agriculture;

(g) The Ministry of Justice;

(h) The Ministry of Transport/Ministry of Roads and Bridges;

(i) The Central Bank;

(j) The Chamber of Commerce/Business Association; and

(k) Other relevant institutions or departments, which may be co-opted from time to time in light of the subject matter under discussion at the JTCTR.

(3) The JTCTR shall adopt its rules of procedure for regulating its business, including its reporting procedures to the JMCTR for the effective and efficient carrying out of its business. The JMCTR shall approve the workplans and budgets for the JTCTR.

(4) The costs of operation of the JTCTR shall be shared equally between the two States.

6. Terms of Reference of the JTCTR

(1) The JTCTR shall constitute the technical subcommittee of the JMCTR, and prepare the documentation on substantive issues on matters that are to be considered by the JMCTR.

(2) The JTCTR shall in particular deal with the following issues, which the Parties have determined to require agreement at the earliest possible time, to facilitate and enhance trade between the two States. These include:

(a) Customs cooperation, including: administrative aspects, information exchange and capacity-building;

(b) Banking relations and trade-related payments arrangements (in coordination with the joint Central Banks Committee);

(c) Combating cross-border smuggling;

(d) Combating illicit financial transactions: money-laundering, financing of terrorism, drug trafficking and transboundary crimes;

(e) Trade-related dispute resolution mechanisms;

(f) Usage of ports and facilitation of transit of non-oil goods; and

(g) Facilitation of import and export between the two countries.

(3) The JTCTR shall, as part of its subsequent work programmes, discuss other matters, including the following:

(a) Trade facilitation and promotion;

(b) Free Trade Zones;

(c) Trade-related infrastructure development;

(d) Trans-shipment and transit goods;

(e) Usage of other countries' ports;

(f) Non-tariff barriers;

(g) Environmental and health safeguards; and

(h) Standards and codes.

7. Data and Information Sharing

The Parties shall cooperate fully to assure that the purposes and objectives of this Agreement will be achieved. To that end, the Parties shall establish mechanisms for the sharing of relevant data and information related to trade and trade-related issues,

and shall furnish to each other all such information related thereto as the other Party shall reasonably request.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) Pierre Buyoya
On behalf of the African Union High Level Implementation Panel

Agreement between the Republic of the Sudan and the Republic of South Sudan on Border Issues

Addis Ababa, 27 September 2012

The Preamble:

Recognizing the common heritage and abiding connections between the Sudanese and South Sudanese peoples, particularly those who live along the common border between the Parties;

Resolving to promote social and economic interactions and cooperation between the Parties and its peoples;

Committed to completing the demarcation of the international border between the Parties, and to resolve, expeditiously, all outstanding disputes relating to the border;

Acknowledging the necessity of reaching final agreements on all key border issues in an integrated manner and to provide for appropriate mechanisms for their implementation;

The Parties agree as follows:

Part I
Definitions and Key Principles

1. Definitions

Border: means a region, zone or territory straddling a boundary or an area adjacent to a boundary

Boundary: means the line that marks the physical limits of a State's territory and sovereignty

Demarcation: means the physical marking of a boundary on the ground using pillars or beacons and production of boundary maps thereafter

Delimitation: means the legal description of a boundary in a text and/or map

JBC: refers to the Joint Border Commission established under this Agreement

JDC: refers to the Joint Demarcation Committee established under this Agreement

JPSM: refers to the Joint Political and Security Mechanism

JTT: refers to the Joint Technical Team

Physical description: means the description of geographical and physical features made on the ground during the reconnaissance in comparison with their location plotted on the map including the coordinates

The Commission: has the same meaning as the Joint Border Commission (also "JBC")

The Parties: has the same meaning as "the two States"

The two States: means the Republic of the Sudan and the Republic of South Sudan

Transhumance: means the practice of moving livestock from one grazing area to another in a seasonal cycle

Tri-junction-point: means the point where the boundaries of three States meet

Part II
Soft Border

2. Peaceful and Secure Border

(1) The Parties shall maintain a peaceful, safe and secure border, along which economic activity and social interactions can flourish and across which people can move, and goods and services can flow easily.

(2) The Parties shall develop jointly and progressively their vision of a peaceful, safe and secure international boundary and, in particular, they shall encourage and support coordinated management of the border at all levels.

(3) The Parties shall resolve any conflicts that may arise in relation to the border exclusively through peaceful means.

3. Integrated Border Management Approach

(1) The Parties recognize the special character of the border and the need to regulate, protect and promote the various interests of public and community nature along the border.

(2) Accordingly, the Parties shall adopt an integrated border management approach (IBMA) aimed at ensuring coordinated management of the multiple border control and other interests of each State.

4. Key Pillars of the IBMA

(1) The integrated border management approach shall consist of the following pillars:

(i) Bilateral cooperation

(ii) Inter-agency cooperation

(iii) Intra-agency cooperation

(iv) Local (stakeholder) participation

(2) In the adoption or implementation of any measure under the IBMA the views and interests of the various stakeholders including the host communities, the administrative, security and private sectors, as well as other community actors, shall be taken into account.

Part III
Demarcation of the Boundary

5. Commitment to Demarcate the Boundary

(1) The two States affirm the definition of the agreed boundary in accordance with the physical description and delimitation, and corresponding recommendations of the Technical Committee for the 1/1/1956 Border Line Demarcation Between. North and South Sudan, as affirmed by the Presidency of the Republic of the Sudan prior to the secession of Southern Sudan.

(2) Accordingly, the two States shall jointly demarcate the boundary from the tri-junction-point of the Republic of the Sudan, the Republic of South Sudan and the Central African Republic to the tri-junction-point of the Republic of the Sudan, the Republic of South Sudan and the Federal Democratic Republic of Ethiopia.

6. Guiding Principles for Demarcation

(1) The two States shall ensure that the demarcation exercise contributes to the maintenance of peaceful coexistence between the two States and the border communities.

(2) The demarcation process shall take into account African best practices which seek to maintain the sanctity and cohesion of communities and to foster peaceful coexistence between neighbours.

(3) During the demarcation process, the two States shall ensure the proper management of the natural resources along the border and in particular the protection of fragile ecosystems.

7. Demarcation Period for Agreed Boundary

(1) The two States recognize the urgency of demarcating the agreed boundary as referred to in Article 5(2) of this Agreement, and shall complete the demarcation within three months of the commencement of the demarcation exercise.

(2) The demarcation process shall commence immediately upon the establishment of the Joint Demarcation Committee (JDC) and the Joint Technical Team (JTT) in accordance with this Agreement, and, in any event, not later than sixty (60) days after the ratification of this Agreement.

(3) The two States may extend the demarcation period referred to in paragraph (1) of this article upon the recommendation of the JDC, which, shall be based on credible technical grounds.

(4) Notwithstanding the expiry of the demarcation period, the mandate and work of the JDC and the JTT shall not be interrupted while a decision on the extension of the demarcation period is pending.

Part IV
Institutions Relating to Demarcation

8. Joint Demarcation Committee

(1) Within two weeks of the ratification of this Agreement, the two States shall establish a Joint Demarcation Committee to manage and supervise the demarcation and the maintenance of the boundary pillars and beacons.

(2) The JDC shall be a committee of the Joint Border Commission.

(3) The JDC shall have ten members and shall be composed of an equal number of representatives from each State, drawn from persons with relevant knowledge or expertise in cartography, law and any other relevant discipline. The JDC shall have two co-chairs: one nominated by each State.

(4) The JDC shall commence its functions immediately upon its establishment.

(5) At its first sitting, which shall be held not later than two weeks after it has been established, the JDC shall formulate its internal procedures and shall make the necessary preparations for the establishment of the Joint Technical Team.

9. Joint Technical Team

(1) Within two weeks of its first sitting, the JDC shall establish the JTT. The JTT shall consist of an equal number of surveyors, cartographers and other appropriate experts, including construction engineers, from each State.

(2) The JTT shall be composed of eighty (80) persons; forty (40) from each State.

(3) The JTT shall commence its activities in accordance with the Demarcation Plan provided for in Article 10(1) of this Agreement. It shall carry out the technical functions associated with the demarcation and the maintenance of the boundary pillars and beacons and shall report to the JDC.

(4) The African Union shall provide surveyors to assist the JTT, particularly in the recording of agreements or disagreements to be referred to the JDC. The surveyors may, upon the request of the Parties, assist the JTT in the performance of any of its functions.

Part V
Demarcation Process

10. The Demarcation Process

(1) Within two weeks of its first meeting, the JDC shall produce a comprehensive plan for undertaking the dernarcation exercise. The plan shall include the internal rules of procedures of the JDC as well as a budget. The plan shall set out in detail the demarcation outputs and processes.

(2) A representative of the African Union may, at the request of the Parties, perform any advisory function related to the demarcation process.

(3) The two States may agree to seek technical assistance on demarcation from any other source.

11. Outcome of Demarcation Process

The two States shall confirm the completion of the demarcation process through a written formal agreement, and shall deposit the agreement, including the agreed descriptions and maps, with the African Union Commission.

12. Costs and Technical Requirements for Demarcation

(1) The costs of the demarcation exercise shall be met from funds to which each State shall contribute equally.

(2) Each State shall pay its contribution towards the costs of the demarcation exercise into a Joint Escrow Account to be set up within one (1) week of the establishment of the Joint Demarcation Committee. At the time of the establishment of the account each State shall deposit USD $100,000.

(3) Upon the completion of the comprehensive plan, including the budget, referred to in Article (8)(1) of this Agreement, each State shall pay its equal financial obligation towards the budget as follows:

(a) Seventy percent (70%) within one week of adoption of the plan and budget.

(b) Fifteen percent (15%) within one month of adoption of the plan and budget.

(c) Fifteen percent (15%) within two months of the adoption of the plan and budget.

(4) The African Union, or any other entity, may, upon the joint request of the Parties, provide technical or financial assistance to facilitate the demarcation exercise.

Part VI
Other Issues

13. Provision of Security for Demarcation

(1) As soon as it has adopted the demarcation plan, the JDC shall notify the Joint Political and Security Mechanism (JPSM) of the proposed date for the commencement of the demarcation process as well as other details relating to the demarcation process.

(2) In accordance with the Agreement on Border Security and Joint Political and Security Mechanism signed by the Parties on 29th June 2011, and the Agreement on the Border Monitoring Support Mission signed on 30th July 2011, the JPSM shall provide protection for the demarcation teams and for the equipment and other facilities relating to the demarcation process.

Part VII
Transboundary Populations

14. Management of Transhumance

(1) The Parties shall regulate, protect and promote the livelihoods of border communities without prejudice to the rights of the host communities and in particular those of the nomadic and pastoral communities especially their seasonal customary right to cross, with their livestock, the international boundary between the Parties for access to pasture and water.

(2) The Parties may reach further agreements to facilitate the peaceful movement of nomadic and pastoral communities taking into consideration the primary interest of the host communities and the security implications of such movements.

(3) The Joint Border Commission shall adopt a comprehensive border management policy for the management of resources, including: rangelands, watersheds, stock routes and grazing areas.

15. General provisions on Border communities

(1) The Parties may reach other agreements to facilitate the movement of members of border communities across the international boundary.

(2) In the adoption or implementation of any measure or policy, the JBC shall give due consideration to the views of the host communities, border communities as well as to the interests and views of other affected interest groups.

Part VIII
Managing Border Security

16. Holistic Approach to Security

(l) Consistent with the IBMA, each State shall adopt a holistic approach to the management of security along the border encompassing: conflict prevention, conflict management, conflict resolution as well as reconciliation and other peacebuilding measures.

(2) The Parties shall develop and enhance the capacity of security personnel and border community leaders to address conflict-related issues.

(3) Consistent with Part V of this Agreement, special attention shall be given to the security issues arising from transhumance.

Part IX
Institutional Arrangements for Managing the Border

17. Joint Border Commission

(1) Within two weeks of the ratification of this Agreement, the Parties shall establish a Joint Border Commission ("JBC") to oversee the management and demarcation of the border.

(2) The Commission shall be composed of five representatives and a co-chair from each State. The co-chairs shall be ministers or persons holding an office of an equivalent level.

(3) Members of the Commission shall be persons with relevant expertise and of high integrity.

18. Functions of the Joint Border Commission

(1) The Commission shall oversee the management of the border in accordance with the provisions of this Agreement.

(2) In carrying our its functions, the Commission:

(a) shall develop, in coordination with national actors, detailed policies for managing the border in accordance with the principles set out in this Agreement;

(b) may make recommendations for the enactment of national legislation for the management of the border as necessary;

(c) shall coordinate its activities with the various stakeholders including: national authorities and local communities;

(d) shall develop an effective working relationship with the administrations of the border states;

(e) may solicit and coordinate technical and financial support for its activities; and,

(f) may make recommendations to the heads of the two States, or to any other joint body, with regard to the management of the border.

19. Structures of the Commission

(1) In addition to the Joint Demarcation Committee, established in Part III of this Agreement, the Commission shall establish and facilitate joint committees for the effective carrying out of its specific functions including any of the following:

(i) Social and economic issues;

(ii) Transboundary resources management;

(iii) Border development and infrastructure;

(iv) Legal and judicial cooperation.

(2) A committee established in accordance with the above subparagraph may set up its own subcommittees in consultation with the Commission.

20. Coordination on Security Issues

The primary responsibility for the joint management of security along the border shall lie with the Joint Political and Security Mechanism (JPSM), which shall coordinate its activities with the Joint Border Commission, especially with regard to the management of movement routes and corridors for the use of transboundary communities.

21. Coordination of border management

The Joint Border Commission shall convene coordination meetings, at least two times a year, with the JPSM, the Joint High Level Committee on Nationals, the relevant Joint Trade and Economic Committee and representatives of the Governors' Forum among others.

22. Coordination

Each State shall ensure that the management of the border is coordinated at all levels of government in accordance with the key pillars of the IBMA.

23. Border Governors' Forum

The Parties shall convene and encourage the development of an effective Border Governors' Forum of the Parties, and shall build on previous experiences of Governors' cooperation, as appropriate.

Part X
Specific Policies for Management of the Border

24. Common Policies

The JBMA shall develop policies for the joint management of the border.

25. Resource Management Policy

The implementation of the policy shall be overseen by the relevant committees of the JBMA, which shall support national authorities to implement the relevant measures.

26. Economic and Trade Policies

(1) The Parties shall facilitate cross-border trade and establish customs posts and enclosures at the designated official crossing points.

(2) The Parties facilitate cross-border trade and combat smuggling and all forms of trafficking.

(3) The Parties shall promote investment along the border and shall promote and facilitate the access of border communities to commercial banking, telecommunications, and currency exchange facilities.

(4) The Parties shall permit and facilitate local subsistence trade between border communities, without formal taxation.

27. Dissemination of Policies

The Parties shall ensure that residents of the border and other affected persons have access to information concerning any decisions and developments relevant to the border, such as: legislation, official policies and agreements.

Part XI
Miscellaneous Provisions

28. Border Fund

(1) The Parties shall establish a fund for supporting the implementation of this Agreement and to facilitate the activities of the joint Border Commission.

(2) The Parties shall make equal contributions into the fund, and may solicit additional assistance from third parties.

29. Future Agreements

The Parties may conclude further agreements for the better implementation of the provisions of this Agreement.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) Pierre Buyoya
On behalf of the African Union High Level Implementation Panel

Framework Agreement to Facilitate Payment of Post Service Benefits between the Republic of the Sudan and the Republic of South Sudan

Addis Ababa, 27 September 2012

Preamble

Acknowledging that there are South Sudanese public servants now residing in the territory of the Republic of South Sudan or the Republic of the Sudan or any other country who, prior to the secession of South Sudan, worked in the public service of the Republic of the Sudan and who are pensioners, or may be eligible to become pensioners, under applicable laws of the Republic of the Sudan;

Acknowledging also that there are citizens of the Republic of the Sudan who prior to or after the secession of South Sudan worked in the public service of the government of South Sudan who are pensioners or will be eligible to become pensioners under applicable laws of the Republic of South Sudan;

Mindful of the critical importance, following the secession of the Republic of South Sudan, of agreeing on appropriate mechanisms to ensure uninterrupted, timely and convenient delivery of Post-Service Benefits to all qualified individuals as aforesaid who are citizens of the Republic of South Sudan or of the Republic of the Sudan and who reside in either State;

Committed to dealing with this matter in an expeditious manner to ensure that qualified individuals are duly paid post-service benefits in which they have vested interests, in order to protect their livelihoods and well-being;

The Parties agree as follows:

1. Definitions

"Post-Service Benefits" means pensions, gratuities and any other payments, for which a liability is provided under the relevant pension-related laws of the Republic of the Sudan and the Republic of South Sudan;

"Public Servant" means (a) constitutional post holders, (b) justices and judges of the judiciary, (c) legal counsels of the Ministry of Justice, (d) civil servants, and (e) persons employed or engaged in employment in government institutions as defined in the applicable laws of the two States;

"Pensions Entities" means the National Pensions Fund of the Republic of the Sudan and other institutions responsible for pension matters in accordance with the laws of the two States;

"National Pensions Fund" means the Public Servants Pension Fund of the Republic of the Sudan (also referred to as NPF);

"Pensioner" means a person who has served in the Organized Forces or public service of the Republic of the Sudan or the Republic of South Sudan, or worked in the private sector and who has a vested right to a pension on account of previous employment in pensionable service in accordance with the applicable laws of the two States;

"Survivor" means a person who is the legal heir of the Post-Service Benefits of a deceased Pensioner in accordance with the applicable law;

"Organized Forces" means the armed forces, unified police forces, National Security and any other regular forces in accordance with the laws of the two States; and,

"Sudan laws", for the purpose of this Agreement, means all relevant laws governing Pension Entities in the Republic of the Sudan prior to 9 July 2011.

2. Specific Obligations of the Parties

2.1 The Republic of Sudan acknowledges its duty to pay Post-Service Benefits and hereby commits to pay all Post-Service Benefits, including pensions and gratuities and other payments due to eligible and vested current and former Public Servants of the Republic of the Sudan and their Survivors at the central, state or local levels, including Public Servants who have become citizens of the Republic of South Sudan and who reside in the Republic of South Sudan or any other country, all in accordance with applicable laws of the Republic of the Sudan.

2.2 The Republic of South Sudan acknowledges its duty to pay Post-Service Benefits and hereby commits to pay all Post-Service Benefits, including pensions and gratuities and other payments due to eligible and vested current and former Public Servants of the Republic of South Sudan and their Survivors at the central, state or local levels, including Public Servants who have become citizens of the Republic of the Sudan and who reside in the Republic of the Sudan or any other country, all in accordance with applicable laws of the Republic of South Sudan.

2.3 Subject to agreements reached by the Parties on the basis of the assessments and reviews to be carried out in accordance with the provisions of this Agreement, the Republic of the Sudan hereby commits to finance identified and agreed unpaid contributions of eligible Public Servants who were serving in the Co-ordinating Council for Southern States. This is in accordance with the provision of the MoU, signed by the Government of National Unity and the Government of Southern Sudan, dated 14 July 2010.

2.4 Following the completion of the identification and calculation processes provided for in Articles 6.1 (a) and (b) of this Agreement, the Parties shall cause their respective Pension Entities, promptly and without delay, to pay to eligible pensioners or survivors any arrears or amounts that are due and payable to them, and shall ensure that such payments are continued in accordance with the respective applicable laws of the Republic of the Sudan and the Republic of South Sudan.

3. Joint Ministerial Committee on Pensions

3.1 Within thirty (30) days of the signing of this Agreement, the Parties shall establish a Joint Ministerial Committee on Pensions (JMCP). The JMCP shall be composed of six (6) members, with three (3) each representing each State. The JMCP shall be co-chaired by the respective Ministers of each State responsible for pension matters, and with membership of the ministers of Interior and Defence.

3.2 The first meeting of the JMCP shall take place within fifteen (15) days of its establishment in accordance with Article 3.1 and thereafter, the JMCP shall meet, periodically, at times and locations to be determined by it.

3.3 The JMCP shall adopt its internal rules of procedure for regulation of its business.

3.4 The costs of meetings of the JMCP shall be shared equally between the two States.

4. Mandate of the JMCP

4.1 The JMCP shall have primary responsibility for discussing and reaching agreement on all issues related to pensions administration of relevance to the two States.

4.2 Consistent with the objectives of this Agreement, the JMCP shall, at its first meeting, establish additional time frames and completion dates for the carrying out of the mandates listed in Articles 6.1 (a) and (b) of this Agreement.

4.3 The JMCP shall oversee and approve the work programme of the Joint Technical Committee on Pensions established pursuant to Article 5.1 of this Agreement.

4.4 The JMCP shall be responsible for making decisions on any issues that are brought to its attention in the course of the deliberations and work of the Joint Technical Committee on Pensions.

4.5 The JMCP may add to its mandate such other matters, relevant to Post-Service Benefits, as it may deem necessary.

4.6 The JMCP may add such other matters to the terms of reference of the JTCP as it deems relevant to the achievement of the objectives of this Agreement.

4.7 The JMCP may request support and technical advisory services from the International Labour Organization or any other institution with expertise in pension-related matters, to support the work of the JTCP.

4.8 The JMCP shall ensure that the JTCP completes the tasks listed in Article 6 within 12 months from the date of its establishment.

5. Joint Technical Committee on Pensions

5.1 Within thirty (30) days of the establishment of the JMCP, the Parties shall establish a Joint Technical Committee on Pensions (JTCP).

5.2 The JTCP shall be composed of ten (10) members, with each Party nominating five (5) members to represent all the relevant ministries and departments within the governments of the two States having substantive dealings with, and interests in, pension-related matters. The JTCP shall be co-chaired by a member representing each Party.

5.3 The JTCP may establish such subcommittees and working groups as it deems necessary to enable it to discharge its responsibilities with due diligence and efficiency and may co-opt qualified and experienced officials from relevant ministries of the governments of the two Parties to assist on particular issues.

5.4 The first meeting of the JTCP shall take place within 15 days of its establishment under Article 5.1 and, thereafter, it shall meet periodically at times and locations to be determined by it.

5.5 The JTCP shall adopt its internal rules of procedure and regulations to ensure the effective and efficient carrying out of its work, including guidelines and procedures for reporting to the JMCP on a quarterly basis.

5.6 The workplans and associated budgets of the JTCP shall be subject to the approval of the JMCP.

5.7 The costs of operations of the JTCP shall be shared equally by the Parties.

5.8 The JTCP may refer to the JMCP for decision, any dispute or matter concerning the work and activities under these terms of reference that the JTCP deems appropriate.

6. Terms of Reference of the JTCP

6.1. The terms of reference of the JTCP shall include the following:

(a) identify those individuals who are citizens of either the Republic of the Sudan or the Republic of South Sudan who are, or shall be eligible, to receive Post-Service Benefits from Pensions Entities of the other State, according to the relevant laws of the two States;

(b) provide guidance for the calculation of Post-Service Benefits for pensioners and eligible pensioners according to the relevant laws of the two States; and complete any incomplete files within forty-five (45) days of the establishment of the JTCP;

(c) resolve any problems that may be hindering the calculation of pensions, brought to its attention by the Pensions Entities in the course of the carrying out of the identification and calculation process referred to in (a) and (b) above;

(d) facilitate the transfer of all relevant financial entitlements, including payments from the Pensions Entities of the Republic of the Sudan to the South Sudan Pensions Fund (SSPF) and payments from the SSPF to the Pensions Entities of the Republic of the Sudan, for the benefit of pensioners;

(e) determine modalities to ensure prompt and continuous payment, including payment of arrears, in accordance with the respective laws of the two States;

(f) facilitate transfer of payments through the two Central Banks, calculated in Sudanese pounds (SDG) and South Sudan pounds (SSP), at prevailing exchange rates as agreed by the JTCP, for transfer through the two Central Banks according to financial procedures agreed by the Central Banks;

(g) devise methods to facilitate the transfer of data and information between the Pensions Entities in Sudan and the SSPF, upon request;

(h) develop materials and provide relevant information which the Pension Entities in the two States may utilize to inform prospective beneficiaries

of their rights and the relevant procedures for applications to the Pensions Entities;

(i) assist in the identification of assets, including financial assets, of Pensions Entities in each State located in the other State;

(j) provide assistance to, and advise, missions of auditing teams of Pensions Entities from one State visiting the other State, as required;

(k) develop a programme for cooperation and collaboration between the Pensions Entities of the two States, including provision of technical assistance to each other; and

(l) submit quarterly reports to the JMCP.

7. Data

The Parties shall establish mechanisms for the sharing in a timely manner, of all relevant data, records, documents and information related to Post-Service Benefits and relevant to the terms of reference of the JTCP and, in particular, data on individuals who receive, or are eligible to receive, Post-Service Benefits, and shall furnish to each other all such information related thereto as the other Party shall reasonably request.

8. Dispute resolution mechanism

In case any dispute rises and the JMPC fails to reach an amicable solution, the matter shall be referred to the International Labour Organization (ILO) or any other international institution agreed by the Parties, and their opinion shall be final and binding.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) General Abdusalami Abubakar
On behalf of the African Union High Level Implementation Panel

Framework Agreement on the Status of Nationals of the Other State and Related Matters between the Republic of the Sudan and the Republic of South Sudan

Addis Ababa, 27 September 2012

The Parties,

Affirming that the people of Sudan and South Sudan desire to coexist peacefully and to build harmonious relations and good neighbourliness among themselves;

Convinced that for the social and economic viability of the two States it is necessary that Sudanese and South Sudanese people continue to interact with each other and enjoy the freedom to reside, move, acquire and dispose of property, and undertake economic activities within the territories of the two States;

Affirming the necessity for establishing arrangements for cooperation and for the implementation of relevant policies and commitments;

Agree as follows:

Part I
Cooperation on Treatment of Nationals

1. Joint High Level Committee

(1) The two States shall establish a standing Joint High Level Committee ("the Committee"), which shall oversee the adoption and implementation of joint measures relating to the status and treatment of the nationals of each State in the territory of the other State.

(2) The Committee shall be co-chaired by the ministers responsible for internal affairs in each State, and shall include representation from other ministries and relevant authorities of each State.

(3) Within two weeks of the entry into force of this Agreement, the Committee shall hold its first meeting, during which it shall adopt a programme of work as well as its internal rules of procedure.

(4) The Committee shall be responsible for all matters relating to the status and treatment of the nationals of each State in the other State.

(5) In the carrying out of its functions, the Committee shall be guided by this agreement and any relevant principles and arrangements adopted by the two States.

(6) The Committee may establish technical subcommittees to deal with any issue that may arise within its mandate.

2. Documentation

(1) The Parties shall accelerate their cooperation to provide the nationals of each State with the appropriate identification and other relevant documents relating to their status, such as work and residence permits.

(2) The two States may jointly, through the African Union High Level Implementation Panel for Sudan (AUHIP), appeal to the international community for any technical support that may be required for the above exercise.

3. Role of AUHIP

(1) The African Union High Level Implementation Panel shall convene the first meeting of the Committee. The Panel shall propose an agenda for the meeting in consultation with the Parties.

(2) The Panel shall work with the two States to facilitate the implementation of this Agreement.

Part II
Freedoms of Nationals of the Other State

4. The Freedoms

(1) In accordance with the laws and regulations of each State, nationals of each State shall enjoy in the other State the following freedoms:

(a) Freedom of residence;

(b) Freedom of movement;

(c) Freedom to undertake economic activity;

(d) Freedom to acquire and dispose of property.

(2) A person who has already exercised any of the freedoms conferred by this Agreement shall not be deprived of that freedom by reason of the amendment or termination of this Agreement.

(3) The two States shall negotiate an agreement to elaborate the above freedoms. The AUHIP shall produce a draft text for consideration by the Committee.

Part III
Miscellaneous Provisions

5. Disputes

Any dispute arising from the interpretation or implementation of this Agreement shall be settled amicably between the two States.

6. Amendment

This Agreement may be amended by the two States

7. Termination

(1) The two States may agree in writing to terminate this Agreement, and the termination shall take effect after thirty (30) days of the date of that agreement.

(2) Without prejudice to article 7(1) above, either State may, by written notification, give to the other State sixty (60) days' notice of its intention to terminate this Agreement. The termination shall become effective after sixty (60) days, unless it is rescinded by the State giving the notice.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) Pierre Buyoya
On behalf of the African Union High Level Implementation Panel

Agreement on a Framework for Cooperation on Central Banking Issues between the Republic of the Sudan and the Republic of South Sudan

Addis Ababa, 27 September 2012

Preamble

Mindful of the need to maintain an environment that will be mutually beneficial for the economies of the Republic of the Sudan and the Republic of South Sudan;

Recognizing the need for cooperation in the management of monetary and fiscal policy, with the goal of maintaining confidence, controlling inflation and avoiding destabilizing exchange-rate fluctuations; and

In pursuance of the commitment to adhere to international finance and banking standards;

The Parties agree as follows:

1. Establishment of the Joint Central Banks Committee

1.1 Within thirty (30) days of the ratification of this Agreement, the Parties shall establish a Joint Central Banks Committee (JCBC). The JCBC shall be composed of ten (10) members, with each Party nominating five (5) members to represent the Bank of South Sudan (BSS) and the Central Bank of Sudan (CBOS), respectively. The JCBC shall be co-chaired by a member representing each State and shall be overseen by the Governors, respectively, of the BSS and the CBOS.

1.2 The first meeting of the JCBC shall take place within forty-five (45) days of the ratification of this Agreement, and thereafter, the JCBC shall meet periodically at times and locations it may determine.

1.3 The JCBC shall adopt rules of procedure for regulating its business, including: its reporting procedures, its workplans and associated budgets and any other procedures required for the effective and efficient carrying out of its business.

1.4 The costs of operation of the JCBC shall be shared equally between the BSS and the CBOS.

2. Purpose of the Joint Central Banks Committee

2.1 The JCBC shall have the principal purpose of supporting financial stability and sound banking policies in the two States in order to enhance cooperation and to promote trade and the mutual economic viability of the two States. The terms of reference of the JCBC shall include, inter alia, the following:

(a) developing appropriate procedures and systems for enhancing cooperation in the areas of central banking, monetary policy, exchange rate policy, banking supervision and the preservation of the value of the respective currencies of the two States, the opening of correspondent accounts in each State, and the licensing of commercial banks' branches in the other State;

(b) establishing systems to facilitate smooth payment system transfer operations and clearing of financial transactions between the two States;

(c) developing systems to promote the exchange of information between the BSS and the CBOS, and provision of technical assistance, as appropriate; and,

(d) establishing a continuous forum for discussion of central banking issues as may be identified from time to time.

2.2 The JCBC may request, with the express written consent of the Governors of the BSS and the CBOS, support and technical assistance as appropriate from the International Monetary Fund and other international financial institutions.

2.3 The JCBC may establish subcommittees for the carrying out of its mandate.

3. Protection of the Rights of Commercial Banks and Enforcement of their Duties and Obligations.

3.1 The BSS and the CBOS shall promote cooperation between commercial banks operating within the Republic of South Sudan and the Republic of the Sudan in various banking areas; including: incorporating and licensing as branches of foreign banks, opening correspondence accounts, and pursuing technical cooperation.

3.2 The Republic of South Sudan and the Republic of the Sudan shall each guarantee the rights of commercial banks headquartered in the other State to continue to operate within their respective territories as branches of foreign banks.

3.3 Foreign commercial banks operating within the territory of either of the two States shall be required to comply with the relevant national laws and regulations of the host State, and the host State shall enforce those laws and regulations without discrimination.

3.4 The claims of commercial banks and other financial institutions against citizens or legal entities of the other State shall be pursued through established, legal and judicial processes of each State. Each State shall guarantee due process and fair access to its judicial and other adjudicative institutions.

3.5 The BSS and the CBOS will facilitate the reconciliation of the interbank accounts.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) Thabo Mvuyelwa Mbeki
Chairperson, African Union High Level Implementation Panel
On behalf of the AUHIP

Agreement between the Republic of the Sudan and the Republic of South Sudan on Certain Economic Matters

Addis Ababa, 27 September 2012

Preamble

Affirming the commitment to the mutual economic and financial viability of the Republic of South Sudan and the Republic of the Sudan;

Desiring to reach agreements on economic and financial issues, including an agreement on how to deal with debts owed to each other and other financial claims;

Conscious of the mutual benefits to be derived from pursuing strategic cooperation on certain economic issues to maximize rather than prejudice the growth potential of each State;

Recognizing the need to determine, on the basis of the principles of international law, how external and domestic assets and liabilities of the Republic of the Sudan are to be treated following the secession of the Republic of South Sudan;

The Parties agree as follows:

1. Definitions

"Agreed Zero Option": means the option provided for in Article 3.1.1 of this Agreement;

"Archives": means all documents of whatever date or kind, produced or received by the Republic of the Sudan in the exercise of its functions which, at the date of the secession of the Republic of South Sudan, belonged to the Republic of the Sudan according to its internal law, and were preserved by it directly or were under its control as archives for whatever purpose;

"AUHIP": means the African Union High Level Implementation Panel on Sudan;

"Cultural Heritage Property": means "Cultural Property": For the purposes of this Part, the term "cultural property" shall cover, irrespective of origin or ownership: movable or immovable property of great importance to the cultural heritage of every people, such as monuments of architecture, art or history, whether religious or secular; archaeological sites; groups of buildings which, as a whole, are of historical or artistic interest; works of art; manuscripts, books and other objects of artistic, historical or archaeological interest; as well as scientific collections and important collections of books or archives or of reproductions of the property defined above; buildings whose main and effective purpose is to preserve or exhibit the movable cultural property defined in subparagraph (a) such as museums, large libraries and depositories of archives, and refuges intended to shelter, in the event of armed conflict, the movable cultural property defined in subparagraph (a); centres containing a large amount of cultural property as defined in subparagraphs (a) and (b), to be known as "centres containing monuments";

"External debt": means a debt claim held by a non-resident of the RoS and "external asset" refers to an asset held abroad or a claim against a non-resident of the RoS;

"HIPC": refers to the Enhanced Initiative for Heavily Indebted Poor Countries;

"RoS": refers to the Republic of Sudan; and,

"RSS": refers to the Republic of South Sudan.

2. Cut-off date for determining assets and liabilities

2.1 The provisions in Article 3 of this Agreement shall apply only to the external assets and liabilities of the Republic of the Sudan that were in existence as of 8 July 2011.

2.2 The provisions in Article 4 of this Agreement shall apply to the domestic assets and debt liabilities of the Republic of the Sudan that were in existence as of 8 July 2011.

3. Treatment of External Assets and Liabilities

3.1 Agreed Zero-Option Approach

3.1.1 The two States hereby agree that the RoS, as the continuing state, shall retain all external debt liabilities and external assets of the RoS.

3.1.2 The two States shall take all necessary steps, including through a joint creditor outreach strategy, to secure from international creditors a firm commitment to provide comprehensive relief of the external debt of the RoS.

3.1.3 The joint creditor outreach strategy referred to in Article 3.1.2 shall include:

(a) the mobilization of other states and international entities to lead and sustain the international campaign for the relief of the external debt of the RoS; and,

(b) the implementation of targeted and intensive outreach activities directed at the creditors of the RoS holding significant amounts of external debt claims.

3.1.4 The "firm commitment" referred to in Article 3.1.2 shall be deemed to have been secured:

(a) when the RoS reaches the "decision point" as provided for under the Enhanced Initiative for Heavily Indebted Poor Countries (HIPC); and,

(b) if the HIPC decision point is reached no later than two (2) years from the entry into force of this Agreement, or such later date as shall be agreed by the two States.

3.2 Trigger for Potential Apportionment of External Debts and Assets

3.2.1 If the firm commitment from international creditors regarding the relief for the external debt of the RoS is not secured, the Agreed Zero Option shall cease to apply.

3.2.2 Upon the Agreed Zero Option ceasing to apply, the two States shall enter into good faith negotiations to conclude apportionment of the external debt of the RoS and its external assets, taking into account the factors referred to in Articles 3.3.1 and 3.4.2.

3.2.3 If, notwithstanding an agreed apportionment, the RoS shall have made any payments to offset an external debt liability for which the RSS is otherwise responsible under this Agreement, the RSS shall reimburse the RoS for such payments.

3.3 Potential Apportionment of Project Loans

3.3.1 The Parties shall determine the apportionment of project loan obligations between the RoS and the RSS on the basis of the primary final beneficiary principle.

3.3.2 The project loan obligations under consideration by the two States amount to a total of between $110 million (USD) and $117 million (USD) as of 31 December 2009.

3.3.3 The RoS shall provide relevant documentation pertaining to project loans in order to ascertain the terms of the loan and the primary final beneficiary.

3.3.4 The two States shall complete the exercise of determining the apportionment of project loan obligations within six (6) months after the date referred to in Article 3.1.4 (b), or such later date as they may agree upon.

3.4 Potential Apportionment of "Balance of Payments Support" Loans

3.4.1 The two States shall give further consideration to the potential apportionment of "balance-of-payments support" loan obligations, and shall identify such obligations jointly, and by reference to data that has been reconciled between the RoS and its respective international creditors.

3.4.2 In determining the formula for the apportionment of "balance-of-payments support" loan obligations, the two States shall consider criteria, including, the relative level of physical infrastructure development, human development, and the population within the RoS and the RSS, respectively, as of 9 July 2011.

3.4.3 The two States shall complete the exercise of determining the apportionment of "balance of payments support" loan obligations within six (6) months after the date referred to in Article 3.1.4 (b), or such later date as they may agree upon.

4. Treatment of Domestic Assets and Liabilities

4.1 The Territorial Principle

4.1.1 Unless otherwise agreed, the two States shall treat domestic assets and liabilities in accordance with the territorial principle, by which assets and liabilities that have a domestic connection to the territory of Sudan shall be allocated along territorial lines and attributed to the respective State.

4.1.2 Accordingly:

(a) any domestic asset, including but not limited to movable and immovable property located on the territory of a State shall be attributed to that State; and,

(b) any domestic liability associated with the territory of a State shall be attributed to that State.

4.2 State Archives

4.2.1 Any part of an Archive which is required for the normal administration of the territory of the RSS, or which relates directly to the territory of the RSS, shall pass to the RSS.

4.2.2 The RoS shall provide the RSS with the following information:

(a) the best available evidence from its State Archives, including maps and other documents relating to title to the territory of the RSS and to its boundaries; and,

(b) such other information as is necessary to clarify the meaning of Archives that pass to the RSS.

4.2.3 Any agreement on Archives shall not impede the access of individuals or groups of people from either State, to information about their history and their cultural heritage.

4.2.4 The transfer of State Archives shall be effected without compensation between the respective States.

4.2.5 Arrangements shall be made to make digital copies of documents and maps, as agreed between the Parties, that refer to the normal administration of both the territories of the RoS and the RSS, and for these copies to be deposited with the relevant institutions in both States.

4.3 Cultural Heritage Property

4.3.1 Property of particular importance to the cultural heritage of a State, or which originates from a State, shall pass to that State and, where practicable, shall be repatriated to that State.

4.3.2 The State in possession of the property shall have primary responsibility for the repatriation of property.

4.3.3 Each State shall submit to the other State the details of any Cultural Heritage. Property to which it lays claim.

4.3.4 The transfer of Cultural Heritage Property shall be effected without compensation between the two States.

4.3.5 The Parties shall establish a joint Archives and Cultural Heritage Property Committee to assist in the identification of such Archives and Cultural Heritage Property located in the RoS and the RSS and to agree on suitable arrangements for their repatriation.

4.3.6 Where the two States deem that repatriation is not possible, arrangements shall be made with the mutual consent of the Parties, to facilitate access.

4.3.7 Any other matters relating to the implementation of this Agreement on assets and liabilities shall be addressed jointly between the two States, through the joint implementation mechanisms established in the Cooperation Agreement, and in accordance with the principles set forth in this Agreement.

5. Mutual Forgiveness of Claims of Non-Oil Arrears and Other Claims

5.1.1 Each Party agrees to unconditionally and irrevocably cancel and forgive any claims of non-oil-related arrears and other non-oil-related financial claims outstanding to the other Party, up to the date of this Agreement, including the claims of arrears and other financial claims filed by each Party with the African Union High Level Implementation Panel on Sudan in February, 2012.

5.1.2 To that end, each Party acknowledges that there shall be no further liability owed to the other Parry in respect of such arrears or other financial claims.

5.1.3 The Parties agree that the provisions of Article 5.1.1 shall not serve as a bar to any private claimants. The Parties agree to safeguard the rights of private claimants and to ensure that such claimants that they have the right of access to the courts, administrative tribunals and agencies of each State for the purpose of realizing the protection of their rights.

5.1.4 The Parties agree to take such action as may be necessary, including the establishment of joint committees or any other workable mechanisms, to assist and facilitate the pursuance of claims by nationals or other legal persons of either State to pursue claims in accordance with, subject to the provisions of the applicable laws in each State.

6. Joint Approach to the International Community

6.1.1 Consistent with their recognition of and commitment to the overriding principle of two viable States, the Parties hereby agree to undertake, jointly with the AUHIP, an approach to the international community for the purposes set out in this Article.

6.1.2 The Parties and the AUHIP shall constitute a joint delegation which shall seek assistance from the international community with respect to:

(a) contributions of monies to provide one third of the aggregate amount of the funding required to fill the financing gap of the RoS resulting from the loss of revenues previously received from oil exports from the territory of South Sudan;

(b) funding to support the RSS in carrying out programmes and projects designed to respond to its urgent and immediate developmental challenges;

(c) direct debt relief from creditors of the Republic of the Sudan's external debt, including debt relief provided under the HIPC initiative to be provided by no later than two years (2) from the signing of this Agreement; and,

(d) assistance in the lifting of all economic sanctions imposed on RoS.

6.1.3 The modalities and programme for this joint approach shall be agreed by the Parties and the AUHIP within 30 days of the signature of this Agreement.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Idriss Abdel Gadir
On behalf of the Republic of the Sudan

(*Signed*) Pagan Amum Okiech
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) Thabo Mvuyelwa Mbeki
Chairperson, African Union High Level Implementation Panel
On behalf of the AUHIP

Agreement on Security Arrangements between the Republic of the Sudan and the Republic of South Sudan

Addis Ababa, 27 September 2012

The Government of Sudan and the Government of the Republic of South Sudan (hereinafter, "The Parties") do adopt this Agreement:

Recognizing the importance of their mutual security, they shall renounce permanently, any resort to war or violence in the conduct of their relations. The Parties shall refrain from any action that may contribute to insecurity in either State, recognizing the adverse effects of conflict on the citizens of and the relations between the two States.

Renewing their commitment to the Memorandum of Understanding (MoU) on Non-Aggression and Cooperation of 10 February 2012, in accordance with the agreed definition of aggression signed by the Parties on 23 June 2012. In particular:

Renewing their commitment to the cessation of harbouring of, or support to rebel groups against the other State.

Renewing their commitment to immediately cease all hostile propaganda and inflammatory statements in the media.

The Parties agree:

1. In accordance with previously adopted agreements, the Parties shall immediately issue instructions to their forces to withdraw unconditionally to their side of the border. Each Party shall relay relevant information on its withdrawal to the JBVMM, which shall monitor accordingly.

2. The Parties shall immediately operationalize the Joint Border Verification and Monitoring Mission (JBVMM) and the Safe Demilitarized Border Zone. The Parties agree that the JBVMM shall be operationalized in accordance with the Agreement on the Border Monitoring Support Mission of 30 July 2011 as well as the JPSM reference documents adopted on 18 September 2011.

3. The Parties agree that the SDBZ will be operationalized in accordance with the administrative and security map presented to the Parties by the AUHIP in November 2011 with additional special arrangements for the operationalization of the SDBZ in the "14 mile" area which shall include complete demilitarization of the "14 mile" area, maintaining the status quo of the joint tribal mechanisms for the resolution of disputes. These special arrangements will be supported by the JBVMM and the Ad-Hoc Committee of the JBVMM Sector HQ, reporting to the JPSM. The two armed forces North and South of the demilitarized area are to remain in their current base locations. The JBVMM will verify no movement by military forces and armed civilians in the demilitarized area. The Ad-Hoc Committee will investigate any threats emanating to these arrangements from beyond the demilitarized area. Neither party will alter force dispositions in the border area without consultation with the JPSM, through the Ad-Hoc Committee. These additional measures are temporary while the parties resolve the final status of the boundary.

4. The Parties shall immediately activate the Ad-Hoc Committee to receive and investigate complaints and allegations made by one party against the other, in

accordance with the Terms of Reference agreed on 23 June 2012. The Ad-Hoc Committee shall be formally activated by the co-chairs of the JPSM as a JPSM subcommittee with a standing secretariat.

5. In accordance with the JPSM agreement of 18 September 2011, the Parties agree to immediately open the 10 agreed border-crossing corridors. The modalities for the opening of these corridors shall be agreed by the JPSM. The JBVMM shall monitor this process.

Done in Addis Ababa, this 27th Day of September 2012:

(*Signed*) Abdulrahim Mohamed Hussein
Minister of Defence,
On behalf of the Republic of the Sudan

(*Signed*) John Kong Nyuon
Minister of Defence and Veteran Affairs,
On behalf of the Republic of South Sudan

Witnessed by:

(*Signed*) General Abdusalami Abubakar
On behalf of the African Union High Level Implementation Panel for Sudan